

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

WILLIAM A. THIE
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GENERAL SOLICITOR

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MICHAEL E. ROPER
COMMERCE COUNSEL

No. 2-0344-33
Date FEB 26 1979
Fee \$10.00
ICC Washington, D. C.
RECORDATION NO. 9808-14
Filed 1425
FEB 26 1979 -3 15 PM
IN REPLY REFER TO: 410-043-38A
INTERSTATE COMMERCE COMMISSION
February 15, 1979

Mr. H. G. Homme
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE
COMMERCE COMMISSION
RECEIVED
FEB 21 1979

Re: Amendment to Security Agreement, dated October 23, 1978,
between The State National Bank of Denison, Texas (Secured
Party) and Donland Development Company (Debtor), covering
the financing of the construction and assembly of 100
100-ton open top hopper cars; Recordation No. 9808,
October 31, 1978.

Dear Mr. O'Neal:

Pursuant to the provisions of Section 11303 of the Interstate Commerce Commission Act and the Rules and Regulations approved and proscribed by the Interstate Commerce Commission pursuant thereto, there are submitted for filing and recording five (5) copies of a First Amendment To Security Agreement, dated February 14, 1979, amending that certain Security Agreement, dated October 23, 1978, between Donland Development Company (Debtor) and The State National Bank (Secured Party) designated therein as "Bank". The address of Donland Development Company is 701 Commerce Street, Dallas, Texas 75202, and the address of The State National Bank of Denison, Texas is Box 339, Denison, Texas 75020. The aforesaid Amendment amends the Security Agreement by deleting from the terms and provisions thereof all reference to hopper cars bearing Debtor's marks MKT 10800 through 10849, both inclusive, and by deleting all references to "one hundred (100)" car bodies and substituting in lieu thereof the number "fifty (50)". Said Security Agreement shall remain in full force and effect as to open top hopper cars which are to bear Railroad's marks and numbers MKT 10850 through MKT 10899, both inclusive.

Please return to me the file marked copies of the Amendment for distribution to the parties.

I am enclosing Cashier's Check in the amount of ten dollars (\$10.00) to cover the prescribed fee for recording this instrument.

Yours very truly,

Arthur M. Albin
Arthur M. Albin

AMA:ro
Enclosures

cc: J. T. Suggs
Jack Berry

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FEE OPERATIONS
I.C.C.

Interstate Commerce Commission
Washington, D.C. 20423

3/1/79

OFFICE OF THE SECRETARY

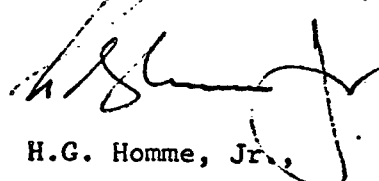
Arthur M. Allen
Missouri-Kansas-Texas R.R. Co.
701 Commerce Street
Dallas, Texas 75202

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. /20(c), on 2/26/79 at 3:15pm ,
and assigned recordation number(s) 9808-A

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

FIRST AMENDMENT TO SECURITY AGREEMENT

RECORDATION NO. 9808-A Filed 1425

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INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO THAT CERTAIN SECURITY AGREEMENT dated October 23, 1978, between DONLAND DEVELOPMENT COMPANY (hereinafter called "Debtor") and THE STATE NATIONAL BANK (hereinafter called the "Bank");

W I T N E S S E T H that:

WHEREAS, Donland Development Company entered into and executed a Security Agreement with The State National Bank, dated October 23, 1978, whereby Debtor granted a security interest to Bank in one hundred (100) 3430 cu. ft. 100-ton welded designed open top hopper car bodies and accessions thereto; and

WHEREAS, said Security Agreement was filed of record with the Interstate Commerce Commission on October 31, 1978, and assigned Recordation No. 9808; and

WHEREAS, said Security Agreement was granted in order to insure payment by Debtor of all indebtedness incurred by Debtor pursuant to a Loan Agreement and First Note of even date; and

WHEREAS, Debtor has tendered full and final repayment of all principal and interest incurred by it under said First Note and has requested that said security interest of Bank be released; and

WHEREAS, Bank is agreeable to releasing its security interest in and to fifty (50) of the aforesaid car bodies and hopper cars which hopper cars bear Debtor's marks MKT 10800 through 10849, both inclusive;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

I.

Said Security Agreement dated October 23, 1978, between Donland Development Company, Debtor, and Bank, as secured party, is hereby amended by deleting

reference to "one hundred (100) 3430 cu. ft. 100-ton welded designed triple open top hopper car bodies" and in lieu thereof shall be substituted "fifty (50) 3430 cu. ft. 100-ton welded designed triple open top hopper car bodies . . ."

II.

It is further agreed between the parties that said Security Agreement is further amended by deleting any and all other references to "one hundred (100)" and substituting in lieu thereof the number "fifty (50)".

III.

Bank does hereby acknowledge full and final payment of all indebtedness incurred by Debtor under the provisions of the aforesaid Security Agreement, the Loan Agreement, and the First Note, all being dated October 23, 1978, and Bank does hereby release and discharge, and by these presents does release and discharge, fifty (50) 3430 cu. ft. 100-ton welded designed open top hopper cars bearing Debtor's marks and numbers MKT 10800 through 10849, both inclusive, and the component parts thereof, of and from any and all liens, claims, security interests and encumbrances of any kind.

IV.

Said Security Agreement and Loan Agreement shall remain in full force and effect, however, to cover any indebtedness incurred by Debtor under a Second Note arising in connection with the manufacture of the second fifty (50) 100-ton open top hopper cars which are to bear Railroad's recording marks and numbers 10850 through 10899, both inclusive.

IN WITNESS WHEREOF, the parties have executed this Amendment as of
the date first stated above.

DONLAND DEVELOPMENT COMPANY

By *H. O. Brandt*
Vice President

ATTEST:

R. L. Bess
Assistant Secretary

THE STATE NATIONAL BANK

By *Jack Y. Berry*
Chairman of the Board

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 13 day of February, 1979, before me personally appeared
H. O. Brandt, to me personally known, who, being by me duly
sworn, says that he is Vice President of Donland Development Company, that one
of the seals affixed to the foregoing instrument was signed and sealed on
behalf of said corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument was the free act
and deed of said corporation.

R. R. Pritchett

Notary Public in and for Dallas County,
Texas

My Commission expires 11-1-79.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and

State, on this day personally appeared Jack G. Berry, Chairman of the Board, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE STATE NATIONAL BANK, a national banking corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of February, 1979.

Mary Jane Harris
Notary Public in and for ~~Dallas~~ County,
Texas **MARY JANE HARRIS**, Notary Public, ~~Dallas~~ Grayson County, Texas

My Commission expires: 10-31-80.